

1959

AGREEMENT BETWEEN  
THE  
CITY OF HACKENSACK



AND  
THE HACKENSACK UNIFORMED FIRE OFFICERS ASSOCIATION  
IAFF LOCAL 3172, AFL - CIO, CLC  
FOR THE PERIOD  
1/01/97 TO 12/31/2000

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PREAMBLE

1.1 It is the purpose of this Agreement to achieve and maintain harmonious relations between the City of Hackensack, hereinafter referred to as the "City", and the Hackensack Uniformed Fire Officers Association, IAFF, Local 3172, AFL-CIO-CLC, hereinafter referred to as the "Association", to provide for equitable and peaceful adjustment of differences which may arise, established proper standards of wages, hours and other conditions of employment.

Both parties agree as follows:

ARTICLE 2 - PUBLIC EMPLOYEES

2.1 The individual members of the Association are to regard themselves as public employees and as such, are to be governed by the highest ideals of honor and integrity.

2.2 The public and personal conduct of each individual member of the Association is to be such that they merit the respect and confidence of the general public.

ARTICLE 3 - RECOGNITION

3.1 The City recognizes the Association as the exclusive bargaining agent for all Fire Officers, with the exception of the Fire Chief for the purpose of bargaining with respect to wages, hours of work, and other terms and conditions of employment.

#### ARTICLE 4 - SENIORITY

4.1 The city shall supply a list, as certified by Civil Service Rules and Regulations, regarding appointments only. It is not to be used as a seniority list.

#### ARTICLE 5 - VACANCIES AND PROMOTIONS

5.1 All vacancies and promotions shall be filled in accordance with New Jersey Department of Personnel Rules and Regulations.

#### ARTICLE 6 - WAGES

6.1 The salaries of all members of the Association covered by this agreement shall be as set forth in Appendix A.

6.2 Fire Prevention/Information Management Officers: Each Officer so assigned shall receive an additional one thousand (\$1000) dollars per annum Stipend over his stated annual salary, which shall be included in his pension base. A pro rata salary adjustment, based upon months of service, shall be granted to Officers assigned to Fire Prevention or Information Management during the year.

##### **6.3 (a) Rank Disparity:**

Effective 1/1/99 the base salaries of all Captains and Deputy Chiefs shall be adjusted once to provide a \$5,000 base salary disparity between ranks covered by this agreement. See Appendix A.

6.3 (b) Captains and Deputy Chiefs who retire in 1997 or in 1998 shall be entitled to a proportionate rank disparity

adjustment equal to 50% of what their adjustment would have been had the \$5,000 rank disparity adjustment been effective on January 1st in the year of their retirement.

The resulting annual adjustments are as follows:

<u>Rank</u>	<u>1997</u>	<u>1998</u>
Deputy Chief	1187	1035
Captain	857	791

**Example:** A captain retired August 1, 1997 would have his base salary increased by \$857.00 retroactive to 1/1/97.

#### **6.4 Fire Lieutenant Steps:**

Effective 1/1/98, the annual base salary of a Fire Lieutenant step 1 shall equal 50% of the combined base salary of a top step Fire Lieutenant (Step 2) and a top step Fire Fighter as stipulated in their respective labor contracts.\* One year following appointment to Fire Lieutenant Step 1, the member shall be advanced to Fire Lieutenant Step 2 (top step).

\*(Example: Top Lieutenant at \$70,000 and top Fire Fighter at \$60,000; \$130,000 x 50% equals \$65,000 for Lieutenant Step 1).

**6.5 Senior Officer Differential:** Effective January 1, 1997, each employee, upon completion of the number of years set forth below, shall be entitled to a total Senior Officer Differential in the amount also set forth below: (Maximum benefit is \$1,000).

At the commencement of the 24th year of service - \$ 500.  
At the commencement of the 25th year of service - \$1,000.

Said payments shall be added to the base annual salary for pension purposes, but shall not be subject to longevity.

## ARTICLE 7 - LONGEVITY

7.1 In addition to the salary ranges indicated, each employee will receive longevity pay of one (1%) percent for each two (2) years of service, computed on the amount of the base salary of the employee at the time he becomes eligible for such longevity payment. In order to qualify for such longevity pay, the employee must have earned two (2) years service credit on or before January 4, March 31, June 30, or September 30, in order to receive the added one (1%) percent longevity pay for the ensuing quarters. Whenever an employee receives an increase in salary during the year as a result of a change in base salary for promotion, increment, wage increase or new position, the employee will receive a longevity increase on the new base salary at the same percentage as heretofore received on the prior base salary. Additional compensation of any nature, including overtime, will not be considered in computing longevity payments. Longevity payments will be computed from the time the employee last became employed on a full-time basis by the City. Leaves of absence without pay, with the exception of employees on official leave of absence due to military duty, will not be considered in determining the length of service.

7.1 (a) All unit members hired after April 15, 1985, (effective date of 1985-86 contract execution) will receive 2% longevity pay for every four (4) years of service. The longevity pay for unit members hired before April 15, 1985, will remain as set forth in

Article 7.1. There will be no maximum limitation on longevity pay for any unit member, regardless of hiring date.

**ARTICLE 8 - CLOTHING AND ALLOWANCE**

8.1 Association members, excluding those assigned to Fire Prevention or Information Management, shall be entitled to an annual clothing allowance for the upkeep and cleaning of their uniforms, associated clothing and Class A uniforms as follows:

	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>
	\$275.	\$275.	\$275.	\$275.

8.2 Association members assigned to Fire Prevention or Information Management shall be entitled to an annual clothing allowance for the upkeep and cleaning of their uniforms and associated clothing as follows:

	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>
Deputy Chiefs	\$550.	\$550.	\$550.	\$550.
Captains	\$525.	\$525.	\$525.	\$525.
Lieutenants	\$525.	\$525.	\$525.	\$525.

8.3 Said clothing allowances shall be payable in December of said contract year. A pro rata clothing allowance, based upon months of service, shall be granted to Officers promoted or assigned during the year.

8.4 Association members shall be responsible for the proper maintenance of all uniforms and associated clothing. Clothing shall not be used by the employees except during the performance of their assigned departmental duties.

8.5 The repair, maintenance and replacement cost of the employee's beeper and charger shall be considered as part of the clothing allowance, as specified in Article 28.

8.6 Fire Officers shall not be required to wear their Class A uniform to and from work, or at roll call except that the Platoon Commanders and Officers assigned to Fire Prevention and Information Management shall wear their Class A uniform when performing said assignments.

8.7 The work station uniform, composed of the clothing articles listed below, shall be provided by the City under the direction of the Chief's Office. Uniforms and/or City issued personal protective equipment shall be repaired or replaced when damaged or worn out while in the line of duty.

<u>Oty</u>	<u>Description</u>
2	F/R Golf Shirts
3	F/R Uniform Shirts
3	F/R Uniform Pants
2	F/R Sweat Shirts

8.8 (a) When a member is promoted to Captain or Deputy Chief the City shall pay for all required embroidery changes on the member's station uniform.

8.8 (b) When a Fire Fighter is promoted to a Fire Lieutenant the City shall provide him with three (3) officer style station uniform shirts plus the required embroidery and patches on his other work station uniform shirts.

8.9      Each employee, upon termination of employment for any reason, shall return all City issued clothing, equipment and supplies to the Fire Chief's Office, excluding his Class A uniform, station uniform and helmet. The replacement cost of any such clothing, equipment and supplies not so returned shall be deducted from the employee's final pay.

#### ARTICLE 9 - EDUCATION

9.1      Association members taking courses in fire science shall be reimbursed for the cost of tuition, when approved in advance in writing by the Fire Chief. The total accumulation of allowable credits shall not exceed sixty-seven (67) credits. Such approval will not be unreasonably withheld. Whatever sums of money are to be allotted for taking fire science courses are subject to agreement between the Fire Chief and the employee prior to any commitment.

9.2      The taking of any such course shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not successfully completed or are in excess of sixty-seven (67) credits.

9.3      The City hereby agrees that there shall be added to and made a part of the remuneration of each member of the Association, the sum of Ten (\$10) Dollars per annum for each college credit to a maximum of sixty-seven (67) credits successfully completed toward an Associated Degree in Fire Science at a recognized

institution of higher learning. Any courses less than forty (40) hours in instruction will not be approved. Remuneration will be paid on a bi-weekly basis computed on the number of credits successfully completed as of December 31, of the preceding year. Such additional remuneration shall be paid notwithstanding the maximum salary heretofore provided and upon presentation the Fire Chief of a proper certification of successful course completion.

9.4 Association members who have exceeded the maximum credit limit of sixty-four (64) prior to January 1, 1977, shall not lose this benefit on their excess credits.

9.5 A pro-rata adjustment shall be made to the education allowance in cases wherein an employee did not work for a full twelve months in a calendar year exclusive of paid leave time.

#### ARTICLE 10 - HOURS OF DUTY, OVERTIME AND COMPENSATORY TIME.

10.1 The hours of duty shall be established by the City so that the average weekly hours of duty, over an eight (8) week cycle shall not exceed forty-two (42) hours per week exclusive of hours during which such members may be summoned and kept on duty because of a conflagration or other major emergency, the day shift consisting of ten (10) hours and the night shift consisting of fourteen (14) hours.

10.2 (a) The special duty Officers assigned to Fire Prevention or Information Management shall not be governed by this Article. Their hours shall be regulated by the Fire Chief. The revised work schedule for all members assigned to Fire Prevention or

Information Management shall be established by the Fire Chief and shall consist of work tours of ten (10) hours not to exceed 42 hours in an 8 week cycle.

**10.2 (b)** The Fire Chief may require special duty officers to occasionally and on a temporary basis work a modified schedule for periods not to exceed two (2) weeks.

**10.3** Overtime shall be paid at time and one-half computed to the nearest quarter hour and shall become applicable only after the first quarter (1/4) hour of work.

**10.4** In the event of emergency recall, the Officers shall be paid for a minimum of two (2) hours at their time and one-half rate.

**10.5** Members who work out-of-title shall be paid at the higher rate on an hour for hour basis if they work in the higher title for a minimum of four (4) hours. Payment will be adjusted to the nearest half-hour (1/2) worked, commencing with the first hour worked.

**10.6** Members, with the prior approval of the Fire Chief, may elect to receive compensatory time off in lieu of overtime payment. Such compensatory time shall be granted equal to that of the applicable overtime rate of pay, i.e., one (1) hour of overtime equals one and one half (1.5) hours compensatory time off.

Such compensation shall apply to all duties, assignments and details within the scope of work performed by unit members.

**10.7 (a) Early Relief:**

Fire Officers may self-relieve their counterparts up to one-half hour prior to the commencement of the next tour of duty without the execution of an Approved Leave Form unless such relief is precluded by or would, in the opinion of the Chief or his designee, hamper the official business of the Fire Department.

Department.

**10.7 (b)** Members recalled to duty within one (1) hour of their official start of duty time shall be compensated at the time-and-one half (1 1/2) rate of pay for only the amount of time actually worked until their official start of duty time.

**ARTICLE 11 - VACATIONS**

**11.1 (a)** Current practices of the City with respect to the scheduling of vacation days shall be continued for the duration of this Agreement. Split vacations are subject to the Fire Chief's review.

**11.1 (b)** Vacation leave must be earned before it can be taken. Vacation leave earned in one year shall be credited to the employee on the first of the month following the employee's anniversary date as per past practice. Vacation leave shall be earned in accordance with the following schedule:

<b><u>YEARS OF SERVICE COMPLETED</u></b>	<b><u>VACATION DAYS EARNED</u></b>
1 - 4	9 work days
5 - 9	10 work days
10 - 14	14 work days
15 - 19	16 work days
20 +	18 work days

11.2 Fire Officers assigned to Fire Prevention or Information Management shall earn one (1) vacation day in addition to Article 11.1 during the period when they are working ten (10) hour work day.

11.3 If an Officer dies while actively employed, his estate shall receive payment for his pro rata earned vacation benefit as outlined above.

#### ARTICLE 12 - PAID HOLIDAYS

12.1 For the duration of this Agreement, payment for eleven (11) holidays is to be made in December to each Officer, in accordance with past practice. A pro rata payment, based upon months of service, shall be granted to Officers hired or terminated during the year.

12.2 If an Officer dies while actively employed, his estate shall receive payment for his pro rata earned holidays as outlined above.

12.3 Members on sick leave for a continuous period of time in excess of thirty (30) calendar days shall not receive service credit for the computation of holiday pay for each thirty (30) day period of absence.

12.4 Fire Officers assigned to Fire Prevention or Information Management:

- (a) Are not required to work on recognized Holidays except in emergencies, and
- (b) Shall receive an annual Stipend each December (pro rata) based on months actively serving) equal to the "Holiday

"Pay" benefit for other Fire Officers, which Stipend shall be recognized as a payment "In Lieu of Overtime", and it is understood that this Stipend shall cover the first 88 additional hours of duty beyond the normal schedule on a yearly basis. Overtime shall not accrue until after 42 hours in a work week.

- (c) The following days are recognized as Holidays for the purpose of this Article:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
July 4th  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Election Day/General/November  
Christmas Day

- (d) If any Holidays fall on a Sunday, the Monday after shall be considered and recognized as the Holiday for the purpose of this Article.
- (e) If any Holidays fall on a Saturday, the Friday before shall be considered and recognized as the Holiday for the purpose of this Article.

#### ARTICLE 13 - INJURY LEAVE

13.1 Whenever an employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty he shall be entitled to Injury Leave for a maximum aggregate period of one (1) year at full pay at the rate of pay in existence at the time of his injury, illness or disability; or until such time as he has been accepted for retirement by the Firemen's Pension System. Any payments of temporary disability

insurance by the City or its Workers' Compensation Insurance Carrier shall be credited toward the full pay set forth above. If illness continues beyond one (1) year, he shall be paid on the basis of his accumulated Sick Leave.

13.2 The City may require that the injury, illness or disability be evidenced by a certificate of a physician designated by the Fire Department to examine the employee.

13.3 All Injury Leaves shall terminate when the physician appointed by the City gives a full medical report as to the employee's physical condition and his fitness for duty.

13.4 An employee will be removed from Injury Leave and charged with Sick Leave:

- (a) If the employee fails to report for a scheduled physician's appointment without good cause and without having first attempted to reschedule the appointment.
- (b) If in the opinion of the physician the employee is able to return to light duty, if available, and fails to do so.

13.5 In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the City or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgement in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation or the final decision of the last reviewing court shall be binding upon

the parties.

**ARTICLE 14 - SICK LEAVE**

**14.1** Sick Leave entitlement for all full-time employees shall be one (1) day per month in the first calendar year of employment and 1 1/4 days per month thereafter, accumulative, to be used for non-occupational injuries, illnesses or for the care for a reasonable period of time, of a seriously ill member of the employee's immediate family.

**14.2** When an employee does not report for duty for a period of greater than one (1) day because of sickness, he shall show proof of his inability to work by submitting to the employee's supervisor a certificate signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates a leave is requested, physically able to perform any duty connected with his job.

**14.3** An employee, reporting on Sick Leave, shall notify the supervisor on duty one (1) hour before the time set for him to begin his daily schedule; failure to comply may result in disciplinary action. An employee who is absent for five (5) consecutive days or more and does not notify his Department Head on any of the first five (5) days, will be subject to dismissal in accordance with the N.J. Department of Personnel rules.

ARTICLE 15 - RETIREMENT LEAVE

15.1 (a) Upon retirement after twenty-five (25) years of service in the Fire Department of the City, or upon a disability retirement, (accident or ordinary) a Fire Officer shall receive as retirement leave, one hundred percent (100%) of salary of the accumulated sick leave. There shall be no limitation on the maximum payment.

15.1 (b) All unit members hired after April 15, 1985, (effective date of 1985-86 contract execution) upon retirement after twenty-five (25) years of service in the Fire Department of the City, or upon disability retirement, shall be paid seventy-five (75%) percent of their accumulated Sick Leave, not to exceed fifty (50%) percent of their final annual salary as defined in 15.3 below.

15.2 If an officer dies while actively employed, his estate shall receive the Retirement Leave benefit outlined above.

15.3 For purposes of computing the Retirement Leave benefit based upon sick days, each sick day shall be paid at the rate of 1/260 times the retiree's final annual salary. Final annual salary shall be summation of base salary, longevity, education, Fire Prevention and Senior Officer Differential.

15.4 A retiring employee shall be permitted to take the lump sum retirement benefit in up to three installments, at the retiree's sole option. Said installments may be taken by the retiree, on the first pay of each quarter, however not over a period in excess of eighteen (18) months from separation of

service.

15.5 The City of Hackensack may, at its sole discretion, buy back a portion of the accrued unused sick days of any employee who meets all of the following criteria:

- a) 25 years or more of creditable service in his/her respective pension.
- b) Age 55 or older.
- c) 100 or more accrued unused sick days.

15.6 The City shall not buy back days so as to deplete the employee's accrual of sick days below the level of 100 days on the date of buy back.

15.7 The employee shall have the right to refuse the decision of the City to buy back a portion of his/her sick days.

15.8 The provision of 15.1 and 15.4 shall not be applicable to employees hired from and after the date of April 15, 1985.

15.9 For the purposes of computing the required 25 years of creditable service in the Hackensack Fire Department, such creditable years shall include all years of military service time purchased back under P.F.R.S. Regulations.

#### ARTICLE 16 - HOSPITALIZATION AND DENTAL INSURANCE

16.1 All Association members covered by this Agreement and eligible members of their families shall be entitled to the following coverage:

- a) Hospitalization, Major Medical and Rider "J" or its equivalent.

- (b) Hospitalization coverage for all member retirees and eligible members of their families to commence at age fifty (50) until such time as he becomes eligible for Medicare.
- (c) Effective 3/1/97, by mutual agreement of the City and Union, the Group Insurance Indemnity plan was enhanced to include a PPO, with Rx card. (Including all eligible retirees).

16.2 At age sixty-five (65), coverage to be for employee's (not spouse) Medicare only.

- a) Each retiree shall be responsible to notify the City when he becomes fifty (50) and again when he becomes age sixty-five (65) for inclusion in the subject insurance coverage.

16.3 Retirees who wish coverage to commence prior to age 50 will have the option of exchanging one and one quarter (1 1/4) paid leave days (vacation, sick, personal) or ten (10) hours of recorded overtime for each month that he/she needs prior to attaining the age requirement.

16.4 Effective February 6, 1984, the City and the members of the Association shall provide a Dental Benefit Insurance program during the term of this Agreement sponsored by Delta Dental Insurance, together with orthodontic coverage not to exceed \$800 per year per patient, subject to the following conditions:

- a) The City shall pay the lesser of 50% of the enrollee's annual premium of \$150.00 (pro rata for mid-year enrollees) and the enrollee shall pay the balance through periodic payroll deductions.
- b) It is understood and agreed that no employee shall be obligated to participate in said program. Once enrolled, at the inception of the program or subsequently at future bi-annual enrollment, however re-enrollment at a later date during continuous employment with the City will be denied.

- c) Part-time and seasonal employees shall not be eligible for this insurance.
- d) Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company provided, however, that the coverage provided by such change shall not be substantially different from that previously enjoyed.
- e) The City's contribution as herein above set forth shall continue for as long as the enrolled employee continues to be employed by the City and receives a bi-weekly pay check.
- f) Once enrolled, the employee may not voluntarily change his or her enrollment status (i.e., single, husband and wife, parent and child, family) unless the change is as a result of a bonafide status change (i.e., birth, marriage, death, divorce, adoption, emancipation of dependent child).
- g) All enrollees shall pay their share of the monthly premium via payroll deductions which shall be withheld and paid one month in advance of coverage.

#### ARTICLE 17 - FUNERAL LEAVE

- 17.1** Three (3) working days in the event of a death occurring in the immediate family (spouse, child, step-child, parent, step-parent, brother or sister).
- 17.2** Two (2) working days (grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law or sister-in-law).
- 17.3** All funeral leave must be used within seven (7) days of the funeral.
- 17.4** An employee may use Sick Leave to expand his Funeral Leave with the prior permission of the Chief or his designee.

ARTICLE 18 - WORKING RULES

18.1 This Agreement is not to conflict with the Rules and Regulations governing the Fire Department or specifications of the Department of Personnel. New Jersey Department of Personnel Rules and Regulations shall prevail for all positions.

ARTICLE 19 - LABOR REQUIREMENTS

19.1 The Association and its members agree to abide by the Rules and Regulations of the Fire Department of the City of Hackensack.

ARTICLE 20 - BARGAINING UNIT

20.1 It is understood and agreed between the parties that the terms of this Agreement shall prevail in identical manner with respect to all Deputy Chiefs, Captains and Lieutenants.

ARTICLE 21 - DUES, DEDUCTION/AGENCY SHOP

21.1 The City agrees to deduct the dues, in accordance with the State Statutes and Regulations, of the members of the Association and send them to the Treasurer of the Association.

21.2 Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay

a representation fee to the Union by automatic payroll deduction. The representation fee shall be in the amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fees at any time to reflect changes in the regular Union membership dues, fees and assessments provided, however, that in no event shall any such change exceed 85% of the regular Union membership dues, fees and assessment nor shall any such change be contrary to any provision contained in State Statute. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by the successor agreement between the Union and the employer.

21.3 The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

#### ARTICLE 22 - PERSONAL DAY

22.1 Each January 1, one (1) Personal Day off with pay shall be granted to all members of the bargaining unit to be used within that calendar year.

22.2 This Personal Day shall be requested, in writing, seventy-two (72) hours in advance, and approved by the Fire Chief; subject to staffing requirements as fixed by the Chief and present policy that no more than one (1) employee per shift shall be out on a Personal Day.

22.3 A Fire Officer shall be eligible for this benefit only upon completion of twelve (12) months of active employment.

#### ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURE

23.1 A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of the Agreement.

23.2 A grievance must be initiated by the employee within fifteen (15) calendar days from the time the employee knew or should have known of its occurrence.

23.3 Failure at any step of this procedure of the employer or its representative to communicate the decision on a grievance within the specified time limits shall permit the employee to proceed to the next step. Failure at any step of this procedure of the employee to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

23.4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the City

until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed by the employee involved with his immediate supervisor. The answer by the said supervisor shall be in writing and shall be rendered to the employee within five (5) working days of the close of the said discussion.

STEP TWO:

If the grievance is not settled by Step One, within five (5) working days of receipt of the answer at Step One, the grievance shall be reduced to writing by the employee and submitted to the Fire Chief, or any person designated by him, and the answer to such grievance by the Fire Chief shall be in writing and shall be rendered to the individual employee within five (5) working days of submission.

STEP THREE:

If the grievance is not settled at Step Two, the employee shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the City Manager for his consideration. A written answer to such grievance by the said City Manager shall be rendered to the individual employee within seven (7) working days of submission.

STEP FOUR:

If the grievance is not settled by Step Three, the individual employee shall have the right within five (5) working days of receipt of the answer at Step Three to pursue all legal

remedies afforded by the provisions of the Civil Service Act or to submit such grievance to an arbitrator. The arbitrator shall be selected in accordance with the Rules and Regulations of the New Jersey Public Employment Relations Commission. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on all parties. The arbitrator shall not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall share equally in the cost of the arbitrator. The employee shall have the right to be represented by the Association or a representative of his own choosing at all steps of this procedure, except Step One.

#### **23.5      WORK STOPPAGE**

Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Association agrees that it will not engage in, encourage, sanction or suggest strikes, slow-downs, mass resignations, mass absenteeisms or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the City's facilities.

#### **ARTICLE 24 - MANAGEMENT RIGHTS**

**24.1**    The City hereby retains the right to manage and control its Fire Department facilities and in addition retains the right to hire, promote, transfer, discipline or discharge employees for just cause.

24.2 The City, in accordance with applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work, lack of cooperation and initiative, or other legitimate reasons, in order to maintain the efficiency of the Fire Department facilities entrusted to them and to determine the methods, means and personnel by which such operations are to be conducted, and further to take whatever other actions deemed necessary to carry out the mission of the Fire Department in any situation whatsoever.

**ARTICLE 25 - ACTING OUT OF TITLE ASSIGNMENTS**

25.1 Effective upon contract execution, unless otherwise dictated by emergent conditions (less than a complete shift) there shall be no more than two (2) Fire Fighters serving in the capacity of Acting Lieutenant, one (1) Lieutenant serving as an Acting Captain and one (1) Captain serving as an Acting Deputy Chief at any one time provided the second acting Lieutenant does not result in an overtime occurrence among Fire Fighters. In such event the overtime occurrence is satisfied by rank for rank replacement.

25.2 In the event of a long term illness or injury herein defined as causing absence from work for more than four (4) consecutive work days, the City shall be permitted thereafter to utilize a second acting Lieutenant to fill the vacant position without resorting to rank for rank replacement, for the balance of

the absence.

25.3 The parties agree to review this Acting Out of Title Provision annually.

**ARTICLE 26 - SHIFT EXCHANGE-MUTUAL**

26.1 Effective 1/1/98, members shall be provided with ten (10) full shift exchanges per year, not to be carried over from year to year.

26.2 Exchanges of less than a full shift shall not count toward the yearly allowance. Training and educational ventures shall be exempt from this provision.

26.3 All exchanges shall be subject to review and approval by the Fire Chief or his designee.

26.4 With the prior approval of the Fire Chief, the Association shall be afforded additional exchanges for Association business.

26.5 The City shall not incur any overtime obligation as a result of shift exchanges.

26.6 Shift exchange shall be requested in writing seventy-two (72) hours in advance.

**ARTICLE 27 - PLEDGE AGAINST DISCRIMINATION AND COERCION**

27.1 The provisions of this Agreement shall be applied equally to all employees covered by this Agreement without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or membership in the Association. Both the City and the Association shall bear the responsibility

for complying with this provision of the Agreement.

27.2 The City agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restrain or coercion by the City or the City representative against any employee because of Association membership.

#### ARTICLE 28 - RECALL/BEEPER SYSTEM

28.1 The City shall continue its practice of supplying each unit member, except Deputy Chiefs and Fire Prevention employees, with a beeper and charger for Recall.

28.2 The employee shall be responsible for the cost of repair, maintenance and replacement of this equipment which shall be their property.

28.3 The repair, maintenance and replacement cost shall be considered as part of the existing clothing allowance.

28.4 The City shall retain sole discretion over all equipment design and modification. In the event the City changes the transmitting or receiving equipment such that it is not compatible (i.e., unable to receive) with the employee's equipment, then the City shall replace or modify the employee's equipment at the City's cost. All replacement equipment shall conform with the most current specifications to insure compatibility and proper system operation.

28.5 All members on the Recall platoon shall be responsible to tone-test their beeper to insure that each beeper is receiving a

transmission from Fire Headquarters, which test signal will be transmitted daily at 0900 and 1900 hours.

**28.6** If for any reason a member on recall is unable to receive a recall notification via his beeper, he shall notify Fire Headquarters immediately and shall be available to receive notification via telephone.

**28.7** In lieu of a disciplinary action for failure to report for recall, the Union and its members agree that a moral obligation exists to provide additional manpower in time of emergency and do hereby pledge to adhere to a department-wide "general recall" whereby a tone alert is transmitted to all members who are in turn morally obligated to call in to satisfy same.

**28.8** Notification shall mean activation of beeper paging system. Personal notification or attempted notification at a telephone number provided to the Department by the Fire Officer for recall purposes shall be in accordance with Article 28.

#### **ARTICLE 29 - UNION ACTIVITIES**

**29.1** The Association's President or his designated representative shall be given time off with pay for attendance at unfair practice proceedings and for the processing of grievances, inclusive of binding arbitration. The President and the negotiating committee shall be given time off with pay for collective bargaining meetings, inclusive of interest arbitration.

**29.2** The Fire Department shall permit membership meetings of the Union, monthly, with the prior approval of the Fire Chief.

Members at the outlying station shall be permitted to attend, weather permitting. Union meetings shall be rescheduled if they conflict with a Fire Department emergency, training program or weather condition. At the beginning of each year the Union shall advise the Fire Chief of tentative meeting dates scheduled for that year.

29.3 The Union President or the Executive Delegate shall be given time off with pay for attendance at the Bi-Annual IAFF National Convention, the Annual IAFF State Convention and the monthly IAFF State Association Meetings. The Union Representative must notify the Fire Chief in writing seven (7) days in advance of the scheduled meeting to facilitate proper manpower planning. The Fire Chief may require proof of attendance from the Representative.

#### ARTICLE 30 - MUTUAL AID

30.1 Injury or Death Benefits per NJSA 40A:14-156.3 as follows: If any member of a police force or fire department and force or volunteer fire company summoned pursuant to an agreement to render assistance suffers injury or death in the performance of his duties, he or his designee or legal representative shall be entitled to such salary, pension rights, workmen's compensation or other benefits as would have accrued if such injury or death had occurred in the performance of duties in the territorial jurisdiction in which the duties were normally performed.

ARTICLE 31 - PERSONNEL FILES

31.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of the Fire Department, and may be used for evaluation purposes by the Fire Chief or City Manager.

31.2 Upon advance notice at reasonable times, any member of the Fire Department may review his personnel file. However this appointment for review must be made through the Chief of the Fire Department or his designated representative at times mutually convenient.

31.3 Whenever a written complaint concerning a member or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all known details of the complaint, including the identity of the complainant.

31.4 All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the Union shall subject that member to

appropriate disciplinary action.

**ARTICLE 32 - LEAVE OF ABSENCE**

**32.1** The City Manager may, at his sole discretion and without right of appeal by employee, grant permanent employees a leave of absence without pay for a period not to exceed one (1) year. A leave may be extended beyond one (1) year for exceptional circumstances upon request of the City Manager and written approval of the New Jersey Department of Personnel.

**32.2** An employee shall not accrue credit for vacation days, sick days, longevity pay, holiday pay, annual stipends or any other allowances, during a leave of absence without pay or during a suspension.

**32.3** A leave of absence shall not disqualify an applicant for a promotional examination.

**32.4** Prior to commencing the L.O.A., an employee is responsible to discuss with his/her department head the status of his/her medical, dental and/or disability insurance and pension while on L.O.A.

**ARTICLE 33 - SEVERABILITY AND SAVINGS**

**33.1** Should any part of this agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

ARTICLE 34 - DURATION

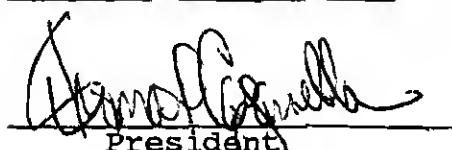
34.1 This Agreement shall be retroactive to January 1, 1997, and shall remain in full force and effect until a successor Agreement has been executed.

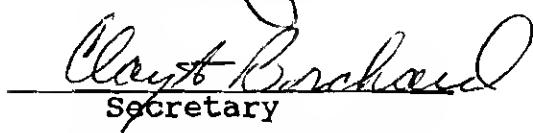
ARTICLE 35 - ATTESTATION

35.1 The parties agree that the City Manager, being the Chief executive Officer responsive only to the City Council of the City of Hackensack, be the chief negotiator on behalf of the City of Hackensack concerning negotiations between the Officers' Association and the City of Hackensack.

35.2 IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the 1<sup>ST</sup> day of DECEMBER, 1997.

HACKENSACK UNIFORMED FIRE  
OFFICERS ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

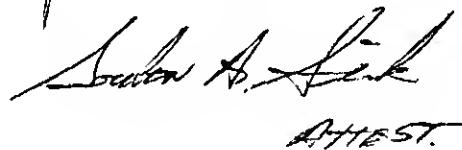
  
\_\_\_\_\_  
Attest

CITY OF HACKENSACK

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Attest: City Clerk

  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Attest.

**APPENDIX A**  
**BASE SALARIES**

		<u>EFFECTIVE</u>			
	1/1/96	1/1/97	1/1/98	1/1/99	1/1/00
<b><u>RANK</u></b>					
Deputy Chief	73,494	76,434	79,491	84,423	87,800
Captain	69,322	72,095	74,979	79,423	82,600
Lieutenant					
<u>Step 2</u>	66,162	68,808	71,561	74,423	77,400
<u>Step 1</u>	N/A	N/A	66,965	69,744	72,634
Percentage:		(4.0)	(4.0)	(4.0)*	(4.0)

\*Plus Adj. for \$5,000 Rank Disparity

**Reference Notation for Lieutenant Step 1:**

Fire Fighter (Max)	57,664	59,971	62,369	65,064	67,867
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